performance and leave the plaintiff to his remedy at law whenever the character of the locality has so changed as to defeat the purpose of the agreement and render its enforcement inequitable. *Trustees of Columbia College* v. *Thacher*, 87 N. Y. 311; *McClure* v. *Leaycraft*, 183 N. Y. 36; *Page* v. *Murray*, 46 N. J. Eq. 325. But these agreements are more properly regarded as creating equitable property rights. See 21 HARV. L. REV. 139. Where such rights exist, equity, having exclusive jurisdiction, has no discretion as to not enforcing them. Nevertheless, the Massachusetts court, in a previous case, denied specific performance and awarded damages. *Jackson* v. *Stevenson*, 156 Mass. 496. *Cf. Amerman* v. *Deane*, 132 N. Y. 355. Such a decree, although it might be explained on the theory that equity is thus protecting the right while exercising its discretion as to the form of the remedy, is in effect a judicial condemnation of an equitable property right. The principal case abandons this position and is the first decision definitely adopting the more logical view that, when the object of a restrictive agreement can no longer be attained, the restriction ceases to exist. *Cf. German* v. *Chapman*, 7 Ch. D. 271, 279; *Knight* v. *Simmonds*, [1896] 2 Ch. 294, 297.

TAXATION — PARTICULAR FORMS OF TAXATION — SUCCESSION TAX: REGISTERED BONDS OF THE TAXING STATE KEPT BY NON-RESIDENT AT HIS DOMICILE. — A registered bond of the Commonwealth of Massachusetts was kept by a non-resident at his domicile in New York. *Held*, that it is taxable under the Massachusetts Succession Tax. *Bliss* v. *Bliss*, 109 N. E. 148 (Mass.).

Succession taxes are regarded as taxes not on property, but on the privilege of succeeding to property. *Matter of Merriam*, 141 N. Y. 479, 36 N. E. 505; *Plummer* v. *Coler*, 178 U. S. 115. Accordingly it has been held that a state may tax the succession to negotiable bonds owned by residents, even when kept abroad, on the reasoning that the privilege of succession is derived from the law of the owner's domicile. *Frothingham* v. *Shaw*, 175 Mass. 59, 55 N. E. 623. On the other hand, it has been laid down that power over the person of the debtor, instead of the creditor, confers taxing jurisdiction over the transfer of the debt. *Blackstone* v. *Miller*, 188 U. S. 189. More accurately stated, the correct principle is, that jurisdiction depends upon control of the transfer. In the principal case, since the transfer must be completed by a change of registration, which could be enforced only by resort to the Massachusetts courts, the bond was properly held taxable under the Massachusetts statute. An earlier case has decided that a state cannot levy a succession tax on foreign-owned negotiable bonds of a domestic corporation when kept abroad, a question expressly left open in the principal case. *Matter of Bronson*, 150 N. Y. 1, 44 N. E. 707.

TROVER AND CONVERSION — EXCHANGE OF SECURITIES BY PLEDGEE — NEED IMPAIRMENT OF PLEDGOR'S SECURITY BE SHOWN? — The defendant loaned money to the plaintiff and took as security a third person's note protected by mortgage. This mortgage he exchanged with the mortgagor for one on another portion of the same premises. Though his security was not impaired by the change, the plaintiff sues for the conversion of the first mortgage. *Held*, that he cannot recover. *Madden* v. *Condon National Bank*, 149 Pac. 80 (Ore.).

That the defendant's dealing with the mortgage was unjustified is clear: holders of collateral security have no right to exchange it with the makers, nor to compromise it. *Garlick* v. *James*, 12 Johns. (N. Y.) 146; *Depuy* v. *Clark*, 12 Ind. 427; *Wood* v. *Mathews*, 73 Mo. 477. But *cf. Girard Fire Insurance Co.* v. *Marr*, 46 Pa. St. 504. See *contra*, COLEBROOKE, COLLATERAL SECURITIES, 2 ed., 26. This being so, what the defendant did amounted to a conversion of the mortgage. *Stevens* v. *Wiley*, 165 Mass. 402, 43 N. E. 177. See *Brown* v.

First National Bank of Newton, 132 Fed. 450, 453. In this country generally a pledgor can sue his pledgee for conversion without tender of the debt. *Austin* v. *Vanderbilt*, 48 Ore. 206, 85 Pac. 519; *Feige* v. *Burt*, 118 Mich. 243, 77 N. W. 928. See 13 HARV. L. REV. 55. The fact that the pledgee can recoup the pledge debt in damages relieves this rule of any harshness. See *Work* v. *Bennett*, 70 Pa. St. 484. But the substitution of something "just as good" for the property converted does not relieve the defendant; once there is a conversion he has not even the right to return the identical article converted. *Hamner* v. *Wilsey*, 17 Wend. (N. Y.) 91; *Baltimore & Ohio R. Co.* v. *O'Donnell*, 49 Oh. St. 489, 32 N. E. 476; *Post* v. *Union National Bank*, 159 Ill. 421, 42 N. E. 976. There should therefore be a right of action. If it be contended that the mortgage was an interest in real estate and hence not the subject of conversion, the fact remains that the defendant has, by destroying that interest without authority, caused the plaintiff serious damage. He cannot satisfy the plaintiff's rightful claim by offering another interest alleged to be as good. See 10 HARV. L. REV. 65.

WAR — CONTRACTS BETWEEN CITIZENS OF BELLIGERENT COUNTRIES — JURISDICTION OF NEUTRAL COURTS. — Before the declaration of war a German company contracted to sell certain patents to a French company and to construct in New Jersey for them a wireless station embodying these patents. Both countries have statutes forbidding commercial intercourse with alien enemies. *Held*, that the contract be specifically enforced. *Compagnie Universelle de Telegraphie et de Telephonie Sans Fil* v. *United States Service Corporation*, 95 Atl. 187 (N. J.).

An English company sold and delivered coal in Algiers to an Austrian company. Drafts drawn on London were dishonored, because of proclamations forbidding commercial intercourse. Jurisdiction in the United States was obtained by foreign attachment of a ship of the defendant company. *Held*, that the court will not exercise its jurisdiction. *Watts, Watts & Co., Ltd.* v. *Unione Austriaca di Navigazione*, 224 Fed. 188.

At common law, or by statute in continental countries, citizens of belligerent nations are forbidden to engage in commercial intercourse. *The Hoop*, 1 Rob. 196; *Esposito* v. *Bowden*, 7 El. & Bl. 763. See 4 & 5 GEO. V., c. 87. The effect of this on preëxisting contracts is to suspend the remedy; it does not put an end to the contract. *Mutual Benefit Life Insurance Co.* v. *Hillyard*, 37 N. J. L. 444; *Williams* v. *Paine*, 169 U. S. 55; *Ex parte Boussmaker*, 13 Ves. Jr. 71. The reason for this rule seems to be solely to prevent a possible advantage to the hostile country, since recovery will be allowed against an alien defendant if he has property which can be attached. *McVeigh* v. *United States*, 11 Wall. (U. S.) 259; *Robinson & Co.* v. *Continental Insurance Co. of Mannheim*, [1915] 1 K. B. 155. Such a reason has of course no weight in a neutral court. Clearly these statutes have no extraterritorial force so as to be effective in neutral countries. Consequently where the contract was to be performed in the neutral country, the court is justified in giving relief. But where the contract was to be performed outside the neutral country in which relief is sought only because the remedy in the belligerent countries is suspended, the court seems justified in refusing to exercise its jurisdiction. This is in accord with the usual disinclination of courts in admiralty to deal with such contracts between aliens where such a refusal will not cause an injury. See *Goldman* v. *Furness, Withy & Co., Ltd.*, 101 Fed. 467; *The Napoleon*, Olcott (U. S.) 208, 215.

WATER AND WATERCOURSES — PUBLIC RIGHTS — RIGHT OF CITY TO TAKE WATER FROM NAVIGABLE STREAM. — The plaintiff, a lower riparian proprietor on a navigable stream which flows through the defendant city, seeks to enjoin the taking of water from the stream by the city for the use of its inhabitants, and to recover damages for the taking. *Held*, that on the facts of the case the